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GREGORY A. BRUSH
CLERK OF COMMON PLEAS
MONTGOMERY CO. OHIO
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COURT OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION

BRADY SKINNER
216 Tahlequah Trail
Springboro, Ohio 45066

:
:
: **Case No. 2007 CV 1868**
:
:

: **(Judge Jeffrey E. Froelich)**
:

And

WESLEY LUBURGH
6939 Vienna Woods Trail
Dayton, Ohio 45459

: **FIRST AMENDED COMPLAINT FOR**
: **DEFAMATION; JURY DEMAND**
: **ENDORSED HEREON**
:
:
:

Plaintiffs,

v.

THE NEW YORK TIMES COMPANY
620 Eight Avenue, New York, New York
10018; Prentice-Hall Corporation System,
Inc., Statutory Agent, 50 West Broad
Street, Columbus, Ohio 43215

MICHAEL BRAGA
C/O SARASOTA HERALD-TRIBUNE
1741 Main Street
Sarasota, Florida 34236

Defendants.

Now come Plaintiffs Brady Skinner and Wesley Luburgh ("Plaintiffs"), by and through counsel, and for their First Amended Complaint against Defendants The New York Times Company and Michael Braga ("Defendants") state the following claims for relief:

FIRST CLAIM FOR RELIEF
(DEFAMATION)

1. Plaintiffs are individual citizens residing in and conducting business in Montgomery County, Ohio.

2. The Herald-Tribune Media Group is a news organization located in Sarasota, Florida and includes six daily newspapers, a cable news station, a web site, five magazines, and a direct-mail business. The Sarasota Herald-Tribune, one of the Herald-Tribune Media Group's six newspapers, is a newspaper of general circulation.

3. The Herald-Tribune Media Group is owned and operated by Defendant The New York Times Company.

4. Defendant Michael Braga was, at all relevant times herein, a journalist acting within the scope and duties of his employment with the Herald-Tribune Media Group, The Sarasota Herald-Tribune, and/or Defendant The New York Times Company.

5. On or about December 18, 2006, in a newspaper article entitled "A Puppet or a Partner?" Defendants made false statements about Plaintiffs, including but not limited to, identifying Plaintiffs as "Key Players" in a conspiracy to commit wire and mail fraud in connection with fraudulent real estate deals in Florida ("Defendants' false statements"). (See December 18, 2006 article attached hereto as Exhibit 1).

5. Defendants' false statements were published in the Sarasota Herald-Tribune's December 18, 2006 edition as well as on the Sarasota Herald-Tribune and/or Herald-Tribune Media Group's web site by virtue of which Defendants' false statements were published and disseminated to the public in Montgomery County, Ohio and elsewhere.

6. On December 22, 2006, Plaintiffs' attorney sent a letter to the Publisher and Executive Director of the Herald-Tribune Media Group requesting that the Herald-Tribune Media Group and the

Sarasota Herald-Tribune issue a retraction of Defendants' false statements. Through a letter dated December 27, 2006, Defendant The New York Times Company denied Plaintiffs' request. (See December 22, 2006 and December 27, 2006 letters attached hereto as Exhibits 2 & 3, respectively).

7. Defendants' false statements were untrue and/or malicious.

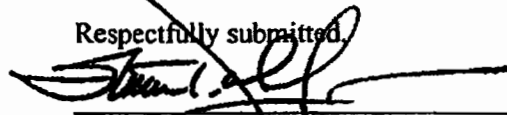
8. Defendants knew or should have known that their false statements were untrue and/or acted with a conscious and reckless disregard as to the truth of the statements published.

9. Defendants' false statements were injurious to Plaintiffs' business relationships, professional reputations, occupations, and financial affairs. The publication of such statements exposed Plaintiffs to public hatred, contempt, ridicule, and shame and disgrace.

10. Defendants' false statements are actionable per se.

WHEREFORE, Plaintiffs demand judgment against Defendants, jointly and severally, for compensatory and consequential damages in an amount in excess of \$25,000, pre- and post-judgment interest thereon, punitive damages, attorneys' fees, costs, and such other and further relief to which Plaintiffs may be entitled to herein.

Respectfully submitted,



Steven K. Dankof, Sr. (#0010428)

Thomas J. Intili (#0036843)

Steven K. Dankof, Jr. (#0080628)

Skilken, Lowe & Dankof LLC

40 North Main Street

1500 Kettering Tower

Dayton, Ohio 45423

Tel: (937)223-1500

Fax: (937)224-1402

Email: steve@sldlawyers.com;

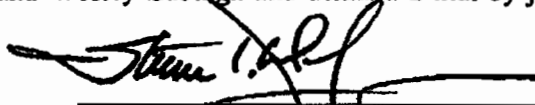
tji@sldlawyers.com;

stevedankofjr@sldlawyers.com

Attorneys for Plaintiffs

JURY DEMAND

Now come Plaintiffs Brady Skinner and Wesley Luburgh and demand a trial by jury as to all issues raised in the foregoing Complaint.



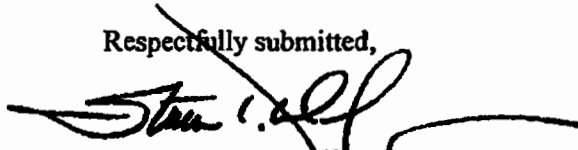
Steven K. Dankof, Sr., Esq.

PRAECIPE

**TO CLERK OF THE COMMON PLEAS COURT
OF MONTGOMERY COUNTY:**

Please issue service of the Summons and Complaint to Defendants at the addresses provided in the caption of Plaintiffs' First Amended Complaint via certified mail, return receipt requested.

Respectfully submitted,



Steven K. Dankof, Sr. (#0010428)
Thomas J. Intili (#0036843)
Steven K. Dankof, Jr. (#0080628)
Skilken, Lowe & Dankof LLC
40 North Main Street
1500 Kettering Tower
Dayton, Ohio 45423
Tel: (937)223-1500
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Email: steve@sldlawyers.com;
tji@sldlawyers.com;
stevedankofjr@sldlawyers.com
Attorneys for Plaintiffs

AN EDITION OF THE SARASOTA HERALD-TRIBUNE

Herald-Tribune

MONDAY, DECEMBER 18, 2006 \$0.50

Dr. Glenn: To all

SHE'S BAAACK!
After years of being popularly, Barbie is "kind of cool" again.
Pamela Reed

But 3 guys

THE INTERNET | MORE BARR, MORE MISDEMEANOR

Time magazine has named "you" — the users of the Internet — as the "Person of the Year" for 2006.

As Americans spend more time online, local police are keeping an eye on the Internet for criminal activity, and one local library system is blocking access to MySpace to protect children.

CRIME: Police have new beat — online

By BRADY WARR
Police law enforcement agencies, backed by hundreds of thousands of dollars in state grants, are now patrolling the Internet for criminal activity, and one local library system is blocking access to MySpace to protect children.

ACCESS: Librarians kick out Mys

By BRADY WARR
Schools in Sarasota County are kicking out Myspace from their computers. The Sarasota County District Office contacted the...

F FT SOUNDS TOO GOOD TO BE TRUE...

After a record long run for...

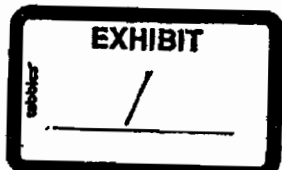
SCHOOL BOARDS, TEACHERS SPLIT

Many educators believe that...

DISORDER IN THE ANGLICAN COMMUNION



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John White, pastor of The First Church, found, she said, other church leaders if the church's leaders elected to First Church, Va., on Nov. 28, The First Church and First Church in Fairfax — two of the most prominent Episcopal

pastors in Virginia — would meet privately on Sunday to hear the Episcopal Church and the African/American churches through a final decision in the United States, she says, page 24.

A PUPPET OR A PARTNER?

Kelly Abercrombie faces prison for role in a mortgage fraud

Several of two pages

By [Name]

at [Address]

TALENT — With her blood hair hanging over the shoulders of her maid, Kathleen said, and her dark eyes crossed toward the window, Kelly Abercrombie looked like the least likely person to conceal mortgage fraud.

But she is. In fact, she is one of the most sophisticated borrowers in the area, a woman who has been in the mortgage business for several years. She is also a woman who has been in the mortgage business for several years.

Abercrombie pleaded guilty to conspiracy to conceal with each other in June, and faces sentencing today by U.S. District Court Judge Steven J. Bredesky.

Abercrombie's attorney, Peter George, says

that she did not know of the mortgage fraud. She says she was a victim of the fraud. She says she was a victim of the fraud.

But the other side of the story is that she was a partner in the fraud. She says she was a partner in the fraud.

She says she was a partner in the fraud. She says she was a partner in the fraud.

Men, and UPS, cut it closer

this gift season

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Lawyer says Abercrombie was manipulated by Kolbe

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SCALE FROM 1A

KEY PLAYERS

In their case against Abercrombie, federal prosecutors announced on Monday that they had secured the help of which federal prosecutors in Manatee County, Florida, were involved in doing some questionable property sales in connection with the bankruptcy.

For example, Abercrombie had sold several acres of land in the City of Palmdale to Wendy Lohr and Wendy Lohr. The property had been owned by the Kolbe family and the bankruptcy court had ordered the sale increased 34 percent between 1994 and 1997.

A single piece of property at 2325 E. 11th Ave. in the City was sold seven times between Abercrombie, Kolbe, Lohr and other over a two-year period. In the process, the property was sold for \$1.2 million in 1994, \$1.5 million in 1995, \$1.8 million in 1996 and \$2.4 million in 1997.

Kolbe and his business manager, John "Stinky" originally bought the land in June 1994 for \$245,000.

Wendy sold his half to Kolbe in September 1994 for \$277,500. Kolbe got a \$200,000 loan from the City of Palmdale, the company Kolbe worked for at the time, and built a 2,200-sq-ft house.

Kolbe sold the property to Lohr and Stinky in May 1995 for \$1,200,000, and the two partners received \$200,000 in loans from Manatee and Palmdale.

Stinky was now back in May of 1995. Lohr and Stinky sold the property back to Kolbe for \$1.2 million, and Kolbe got \$125,000 in loans from First Choice Bank and Manatee National Bank.

Kolbe sold the property to Abercrombie in July of the same year for \$1.5 million. Abercrombie obtained a \$1,200,000 loan from Chase Manhattan Mortgage and a \$200,000 loan

Wendy Lohr

Age 41
President of Lohr, Inc., and owner of Abercrombie Transportation, a Springdale, Fla., window company. Lohr participated in real estate deals with the Kolbe and Kelly Abercrombie on 2325 Palmdale in Palmdale and in the Villa De Grand estate complex in Venice.

Stinky Williams

Age 33
A Tampa, Fla., CPA and partner of the Jackson Insurance Co., a major partner elsewhere. Stinky participated in real estate deals with Wendy Lohr, various members of the Kolbe family and Kelly Abercrombie.

Kelly Abercrombie

Age 38
Abercrombie was held by Todd Kolbe at GTX Mortgage in 1994 and 1995. Kelly bought Abercrombie's 1994 car in 1994. Abercrombie pleaded guilty to assisting in garnish and had city trial in Jan. She will be sentenced Friday, and federal prosecutors have recommended a sentence of 27 to 48 months in prison.

Todd Kolbe

Kelly Abercrombie's husband, who played the part of a wife buyer in a lot of real estate that was sold by Todd Kolbe. He was indicted by federal prosecutors for the role he played in the deal as a sole agent involved in Abercrombie.

John Washington

Manatee County Sheriff's Office
In July 1997, Abercrombie sold the property to Lohr and Stinky for \$1.5 million and the two partners obtained \$1.2 million in loans from Manatee National Bank and Palmdale National Bank.

The property was not sold to any other buyer until June 1998, when Wendy Lohr bought it for \$1.8 million.

Stinky Williams

In court testimony in October, Kolbe and Williams had been one of his closest friends.

"We had every close personal relationship for many years," he said.

Kolbe told Abercrombie in 1994 when he was chief manager of GTX Mortgage in Dunedin and she followed him to Springdale for work over the next decade.

When Kolbe got GTX to hold

the title in 1994, Abercrombie sold the property to Lohr and Stinky for \$1.5 million and the two partners obtained \$1.2 million in loans from Manatee National Bank and Palmdale National Bank.

The property was not sold to any other buyer until June 1998, when Wendy Lohr bought it for \$1.8 million.

Through Lohr's power

and eventually owned as well as 60 people in the office, it was never publicly traded. Lohr had sold the GTX to Wendy Lohr in 1994 and was in no position to make up the amount.

Any financial situation

was covered by the sale of the property of Abercrombie," Kolbe said in court testimony. "I did not have the ability to come up with additional money."

In 1994, Wendy Lohr and Stinky Williams had been one of his closest friends.

"We had every close personal relationship for many years," he said.

Kolbe told Abercrombie in 1994 when he was chief manager of GTX Mortgage in Dunedin and she followed him to Springdale for work over the next decade.

Chase refused to give the

loan until they saw the property was sold to Lohr and Stinky for \$1.5 million and the two partners obtained \$1.2 million in loans from Manatee National Bank and Palmdale National Bank.

Expected in these deals

in which property values were inflated from \$100,000 to \$1.5 million, enabling the partners to collect \$1.2 million in loans.

All three of the deals involved the participation of Manatee County prosecutors and investigators, complete with signed affidavits.

In one of the deals, Kolbe and Abercrombie sold three acres of land to Wendy Lohr and Stinky Williams. The property had been owned by the Kolbe family and the bankruptcy court had ordered the sale increased 34 percent between 1994 and 1997.

A single piece of property at 2325 E. 11th Ave. in the City was sold seven times between Abercrombie, Kolbe, Lohr and other over a two-year period. In the process, the property was sold for \$1.2 million in 1994, \$1.5 million in 1995, \$1.8 million in 1996 and \$2.4 million in 1997.

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The approval was signed

by Kelly Williams, a friend of the Kolbe family, to give the title to Lohr and Stinky. Williams signed the documents on a form that Abercrombie signed the signature of Lohr and Stinky in, Mark III in 1994.

Abercrombie has argued

that she was not a party to the deal, but she has not been able to get the other documents, Kolbe said. She said that she signed all of them.

"I suggested Kelly to sign the documents and I signed the documents," Kolbe said. "She was not happy about signing it, but she did not leave the documents until she had signed them."

Abercrombie's attorney

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He added that even though

Abercrombie's attorney has argued that she was not a party to the deal, but she has not been able to get the other documents, Kolbe said. She said that she signed all of them.

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Kelly Abercrombie had an

interest in the deal, but she has not been able to get the other documents, Kolbe said. She said that she signed all of them.

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TWO OF ABERCROMBIE'S FLIPS

1. In 1994, Kelly Abercrombie sold a 2.2-acre lot in Palmdale to Wendy Lohr and Stinky Williams for \$1.2 million. The lot had been owned by the Kolbe family and the bankruptcy court had ordered the sale increased 34 percent between 1994 and 1997.

2. In 1995, Kelly Abercrombie sold a 2.2-acre lot in Palmdale to Wendy Lohr and Stinky Williams for \$1.2 million. The lot had been owned by the Kolbe family and the bankruptcy court had ordered the sale increased 34 percent between 1994 and 1997.

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A Tampa, Fla., CPA and partner of the Jackson Insurance Co., a major partner elsewhere. Loke participated in real estate deals with the Kolbe and Kelly Abercrombie on 2325 Palmdale in Palmdale and in the Villa De Grand estate complex in Venice.

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John Washington

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Manatee library system hunts **MuSnare**
12/10/98 EDW 10:38 TX/RX 78101

Steven K. Dankof, Esq.

Lawyer

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Telephone: 937-223-5050
Facsimile: 937-224-1402
www.DankofLaw.com
stevedankof@goodcounsel.com**

December 22 2006

VIA CERTIFIED MAIL AND OVERNIGHT MAIL

Ms. Diane McFarlin, Publisher
Mike Connelly, Executive Editor
Herald-Tribune
1741 Main Street
Sarasota, Florida 34236

RE: My Clients: Wesley Luburgh and Brady Skinner
Your December 18, 2006 Article – "A Puppet or a Partner?"

Dear Ms. McFarlin and Mr. Connelly:

Please be advised that I represent Messrs. Wesley Luburgh and Brady Skinner. I have done so continuously since 1991.

On Monday, December 18, 2006, your newspaper published an article by Michael Braga entitled "A Puppet or a Partner?" in which Mr. Braga either willfully or stupidly characterized my clients as "key players" in a real estate scam perpetrated by Ms. Kelly Abercrombie and former Sarasota mortgage broker Todd Kolbe. As you well know, Mr. Kolbe is serving time and Ms. Abercrombie has a reservation in February, 2007 for the same fate.

Messrs Luburgh and Skinner are, quite simply, legitimate Dayton, Ohio businessmen who, from time to time, have invested in Florida real estate.

In conducting his "investigation" leading to his December 18, 2006 story, Mr. Braga failed to contact either of my clients for comment. Had he done so, he would have learned immediately that the dealings of Messrs Luburgh and Skinner with Mr. Kolbe were strictly at arm's length and legitimate.



Ms. Diane McFarlin, Publisher

Page 2

December 22, 2006

Mr. Braga's "analysis" of my clients' alleged role in the Abercrombie/Kolbe scheme is, at best, unsophisticated. For example, an increase in value of units at the Villa LeGrand Development in Venice of 30% between 1999 and 2001 is hardly evidence of criminal wrongdoing. I personally own a condominium on Marco Island which over the same period of time increased value over 100%, as did virtually all property on Florida's Gold Coast.

It is of note that neither Mr. Luburgh nor Mr. Skinner has been contacted by Florida or U.S. law enforcement authorities in conjunction with the Abercrombie/Kolbe investigation.

Mr. Braga's thoughtless and cavalier characterization of my clients as "key players" in the Abercrombie/Kolbe mortgage fraud scheme has already resulted in negative and untoward repercussions for my clients - only yesterday they met with one of their lenders who had seen Mr. Braga's story to give assurance that they were not involved in the Abercrombie/Kolbe scheme. Today Mr. Skinner has received several calls from Florida contacts who had seen your story.

This letter constitutes my clients' formal demand that the Herald-Tribune **IMMEDIATELY** publish in all of its various newspapers, and most particularly its Sarasota edition, a retraction of Mr. Braga's false, defamatory and disparaging statements. Doing so is the only possible means of minimizing the damage that my clients wrongfully suffer with each passing day.

I look forward to your immediate reply. *Frankly, time is of the essence.* I strongly encourage you to forward a copy of this letter to your counsel immediately. I can be reached on my cell phone (937-469-3288) at any time.

Sincerely,

Steven K. Dankof/plc
Steven K. Dankof, Esq.

SKD/plc

cc: Brady Skinner
Wesley Luburgh

George Freeman
Vice President &
Assistant General Counsel

229 West 43rd Street
New York, NY 10036

tel 212.556-1558
fax 212.556-4634
freemang@nytimes.com

December 27, 2006

Steven K. Dankof, Esq.
40 North Main Street
1500 Kettering Tower
Dayton, Ohio 45423

Re: *Complaint of Wesley Luburgh and Brady Skinner re
12/18/06 Sarasota Herald-Tribune Article "A Puppet or a
Partner?" by Michael Braga*

Dear Mr. Dankof:

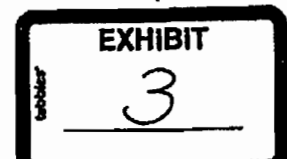
Your letter of December 22, 2006 to Diane McFarlin, Publisher of the Sarasota Herald-Tribune, and Michael Connelly, its Executive Editor, has been forwarded to me for response. Your letter complains about the inclusion of your clients Wesley Luburgh and Brady Skinner in the above-identified article.

In particular, your letter complains about their being characterized as "key players" in a box accompanying the article. However, it seems undisputable that by buying and selling the various properties described two times, they were key participants in the real estate transactions which were a focus of the article. There was no suggestion or implication in the article that they had done anything illegitimate or had knowingly been involved in a mortgage fraud scheme. Indeed, a careful reading of the article and the box shows that they were not described in such a light.

More important, your letter is, simply put, mistaken in asserting that Mr. Braga failed to contact either of your clients for comment. In fact, Mr. Braga left detailed messages for both of them, specifically outlining the parameters of the proposed article, but neither of your clients saw fit to return his calls. Had they done so, you can be sure that their roles would have been explained in greater detail, indeed, in the context of their own explanation of the transactions. I would add that Mr. Braga still stands ready to discuss this matter with them at their convenience. If they do so, the newspaper would strongly consider a follow-up article as warranted either by future events or by the comments they would provide.


41112

JAN - 5 2007



In light of the fact that, for the reasons set forth above, we don't believe it would be appropriate to run a retraction regarding the generic and very broad "key players" rubric, I believe that the best way to precede would be for your clients to speak to Mr. Braga. If I can be of any help in setting that up, or if you would like to discuss this matter generally, please feel free to call.

Very truly yours,


George Freeman

GF/pd

cc: Diane McFarlin
Mike Connelly
Michael Braga

CERTIFIED MAIL

IF UNDELIVERABLE RETURN IN 3 DAYS

GREGORY A. BRUSH
MONTGOMERY COUNTY CLERK OF COURTS
41 N PERRY STREET
DAYTON, OHIO 45422-2150



7104 2230 1690 1900 0504

RETURN RECEIPT REQUESTED

2007 CV 01868

NEW YORK TIMES COMPANY
PRENTICE HALL CORPORATION SYSTEM IN STAT AGENT
50 WEST BROAD STREET
COLUMBUS, OH 43215

